

**Invitation to Bid 05-08**

**for**

***Websense Software Renewal***

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***Mississippi Department of Employment Security***

***1235 Echelon Parkway***

***Jackson, MS 39213***

## **TABLE OF CONTENTS**

<b>I. GENERAL SUMMARY</b>	<b>3</b>
<b>II. INTENDED RESULTS</b>	<b>3</b>
<b>III. CONDITIONS AND GENERAL INFORMATION FOR BIDDERS</b>	<b>3</b>
<b>IV. SCHEDULE OF ACTIVITIES</b>	<b>5</b>
<b>V. BID REQUIREMENTS – VENDORS MUST RESPOND</b>	<b>5</b>
A. ADDRESSING THE SPECIFICATIONS	5
B. LICENSES/MATERIALS TO BE MADE AVAILABLE TO THE MDES	6
C. SOFTWARE SUPPORT & UPGRADE POLICIES	6
D. RENEWAL OPTIONS	6
E. PRICING REQUIREMENTS - VENDOR RESPONSES	6
F. BID EVALUATION PROCESS	6
<b>ATTACHMENT 1: VENDOR CERTIFICATION</b>	<b>7</b>
<b>Attachment 2 – Cost Summary</b>	

## I. GENERAL SUMMARY

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The Mississippi Department of Employment Security (MDES or "Agency") located in Jackson, MS, requires the acquisition of a comprehensive software solution to accomplish the monitoring and management of enterprise-wide employee Internet access.

For additional information, bidders may contact:

***Kim Purvis***

***Information Systems Department***

***Mississippi Department of Employment Security***

***1235 Echelon Parkway***

***Jackson, MS 39213***

***Phone - (601) 321-6584***

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## II. INTENDED RESULTS

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This will be a server-based solution, allowing the transparent content filtering, monitoring, management, and reporting of traffic flowing from existing internal networks to the Internet. For the past 3 years, the Agency has utilized **Websense Enterprise software, with the current version in use being a temporary installation of V5.5 for Cisco PIX, as well as the Productivity, Bandwidth, and Security Premium Groups.** Websense products have worked well and have proven compatible within our environment, providing all features and functionality to accommodate Agency employee Internet management needs, both current and potential. Although it is not the Agency's intent to be restrictive of other solutions, any alternate products proposed must, at a minimum, provide all features and functionality of the Websense Enterprise package (latest version available).

Vendors proposing alternative solutions may be required to successfully demonstrate their products on-site, utilizing existing agency resources, hardware and software environments. Vendor must provide the Agency with a minimum 30-day trial, including installation, technical training, and support at no cost to the Agency during the trial period. Trial software must be fully functional with all features rendered operational as proposed, and must operate real time in the current production and user environment. Currently, there are **1,500 PCs** in the network that will be candidates for Internet management.

## III. CONDITIONS AND GENERAL INFORMATION FOR BIDDERS

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1. The Agency reserves the right to reject any and all bids, to waive any informality in bids. Additionally, the Agency reserves the right to modify or cancel in whole or in part its Invitation to Bid.
2. If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the Agency will have 90 days to accept. Bidders failing to respond to this ITB as prescribed will place themselves at a comparative disadvantage or be subject to disqualification at the discretion of the Agency.
3. Availability of Funds – If any contract ensues from this ITB and subsequent procurement process, it is understood and agreed between the contracting parties that the Agency shall

- be bound only to the extent of the funds available or which may become available for the purpose of this project.
4. Unless specifically requested, alternate bids will not be considered. An alternate bid is considered to be a bid that does not comply with the minimum provisions of the specifications.
  5. Bid shall be made, and any ensuing contract shall be entered into in accordance with the General Conditions hereinafter amended and modified. Should a conflict exist between the General Conditions and any special requirements set forth in this ITB, the special requirements shall take precedence.
  6. The MDES reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the Agency, so long as such waiver is not given so as to deliberately favor any single Vendor and would have the same effect on all Vendors.
  7. Addenda modifying plans and/or specifications shall be issued if circumstances require. Should it become necessary to issue an addendum within a two-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum. When replying to a bid request on which an addendum has been issued, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.
  8. Bidder is required to submit three (3) identical copies of the bid, along with all supplemental information contained therein.
  9. Bidders proposing products other than the software products specified must properly address the specifications with products that effectively meet the intent and requirements of this ITB.
  10. Bidder must be prepared, if requested, to host a demonstration of all proposed products, either on site or at a site which will fairly represent the current MDES installation (current hardware/software environment).
  11. Bid openings will be held open to the public. However, they will serve only to open, read, and tabulate bid price on each bid. No discussions will be entered into with any Vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.
  12. Bids will be made available for inspection only after award of contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire bid as proprietary or trade secret is not acceptable and may result in rejection of the bid. Requests to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of bid information to interested parties will be made in compliance with MDES policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 25-61-1 et seq. of the Mississippi Code.
  13. ***Bidder must submit with bid sample copies of all applicable purchase, lease, lease-purchase, support licensing, or other contract documents. The intent here is to give the agency a thorough understanding of the bidder's licensing and purchase requirements, as well as upgrade and support options.***
  14. Bidder must submit with bid complete product/service information, including pictures (where appropriate), technical specifications and descriptive literature on product(s) bid. Information submitted must be sufficiently detailed to substantiate that the product(s) offered meet or exceed the specifications and will allow for a full, fair, and comprehensive evaluation of all products bid.
  15. Bids must be addressed to: ***Mississippi Department of Employment Security, Attn: Charles Touchstone, Chief of Procurement & Other Services, P.O. Box 1699, Jackson, MS 39215-1699.*** If delivered by messenger, bids must be delivered to 1235 Echelon Parkway, Jackson, Mississippi, 39213 marked to the attention of the CHIEF, PROCUREMENT & OTHER SERVICES. ***Bids and modifications or corrections thereof received after the closing time will not be considered.*** Any bid received subsequent to the specified due date and time will be returned to the prospective contractor unopened.

16. In case of default by the bidder, the agency may procure the articles needed from other sources (the procurement of which may or may not be by competitive bid at the agency's discretion) and hold the bidder responsible for any excess cost occasioned thereby.
17. In case of error in the extension of prices in the bid, the unit price will govern.
18. Bidder must state the number of calendar days in which delivery will be made after receipt of order.
19. A written purchase order, mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the ITB, results in a binding contract without further action by either party. The contract shall not be assignable by the Vendor in whole or in part without the prior written consent of the Agency.
20. MDES will make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the Agency within forty-five (45) days of receipt of invoice.
21. It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the date set for the bid opening. Bidders are responsible for following up to see that any correspondence or communications are properly received.
22. Bids must be signed by an individual legally authorized to bind the bidder.

#### IV. SCHEDULE OF ACTIVITIES

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ITB Issue Date:	May 19, 2005
Bid Opening:	June 8, 2005 @ 2:00pm (local time)
Evaluations Completed; Successful Bidder(s) Notified:	June 10, 2005
Product Delivery Deadline:	June 15, 2005

#### V. BID REQUIREMENTS – VENDORS MUST RESPOND

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##### A. ADDRESSING THE SPECIFICATIONS

Bidder must bid the newest and latest versions of products / materials that meet or exceed the following product specifications. If product(s) other than **WebSense Enterprise V5.5 for Cisco PIX, including Productivity, Bandwidth, and Security Premium Groups** are bid, the bidder must describe the manner and degree by which the product(s) addresses a given requirement with the following instructions in mind:

1. Bidders must follow instructions below for bids to be considered, answering all questions and addressing all issues as thoroughly as possible, using another sheet of paper if necessary.
2. "Catalog" and "Option" sheets do not constitute a bid and will not be accepted as such.
3. Bidders are required to **address each specification with their proposed products' corresponding feature.**
4. Bidder must include BRAND NAMES of products bid.
5. Blank spaces or failure to completely and comprehensively address any specification given will be evaluated as "UNABLE TO MEET SPEC - NO BID"

#### ITEMS REQUIRED:

Websense Enterprise V5.5 for Cisco PIX  
1500 Workstations  
3 year subscription renewal  
Part Number = WS-PIXNTX01500CP36

Premium Group Bundle (Productivity, Bandwidth, Security)  
1500 Workstations  
3 year subscription renewal  
Part Number = PGB-PIXNTX01500CP36

#### **B. LICENSES/MATERIALS TO BE MADE AVAILABLE TO THE MDES**

Bidder must discuss the software package to be provided. The selected vendor must provide **OFFICIAL, ORIGINAL SOFTWARE MANUFACTURER'S** licensing documentation which details the number of licenses or user seats that the software will make available for agency usage as procured through this ITB.

#### **C. SOFTWARE SUPPORT & UPGRADE POLICIES**

Bidder must also discuss the level and type of support to be made available during the warranty period (if any; please give details) and subsequent 3-year maintenance period, including upgrade policies. The Agency prefers to work directly with and support to be provided by the original software manufacturer and its designated support division. Unless otherwise stated, the Agency assumes that the software products are supported and maintained through standard manufacturer's channels.

#### **D. RENEWAL OPTIONS**

Bidder must also provide costs of an additional 1 and 2 year renewal option upon expiration of the required initial 3-year subscription period.

#### **E. PRICING REQUIREMENTS - VENDOR RESPONSES**

When considering pricing, Vendor shall provide volume discounts, incremental pricing, and/or site license cost. A **Cost Summary** is provided as **Attachment 1**. This is the preferred format for cost information to be supplied. Bidder shall include product name, brand name, versions/releases, features, or any other identifying information, including separate price breakdowns for new licenses, media, and support/upgrades. Vendor must also include all transportation and shipping costs.

**MDES is an agency of the State of Mississippi and is eligible for any discounts or licensing options available to the State of Mississippi. MDES is not an educational institution.**

**The agency is exempt from federal excise taxes and state and local sales or use taxes. Bidders must quote prices which do not include such taxes.**

#### **F. BID EVALUATION PROCESS**

Bid award(s) will be made based upon the bids meeting specifications at the lowest cost to the agency. In those cases requiring license, upgrade, and/or support issues, the combined cost of all items will be used for evaluation purposes.

## ATTACHMENT 1: VENDOR CERTIFICATION

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### MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_ (Name), individually, and in my capacity as \_\_\_\_\_ (Title) of \_\_\_\_\_ (Vendor Entity) do hereby certify under penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_ (Vendor Entity), vendor on Project No. \_\_\_\_\_, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its officers, principal owners, managers, auditors and others in a position of administering federal funds:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, or by any department of any state government;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date